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Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

PRIME INSURANCE COMPANY,

Plaintiff,

vs.

AERO GLOBAL LOGISTICS, LLC,

Defendant(s).

**NOTICE OF REMOVAL TO THE
UNITED STATES DISTRICT COURT**

Civil No.: 2:24-cv-00678

Judge:

COMES NOW Defendant, AERO GLOBAL LOGISTICS, LLC, by and through the undersigned counsel and pursuant to 28 U.S.C. §§1331, 1332, 1441, and 1446, hereby files this Notice of Removal of this civil action from the Third District Court, State of Utah, Salt Lake County, Salt Lake Department, in which it is now pending, to the United States District Court for the District of Utah.

In support of this Notice of Removal, Defendant respectfully states the following:

1. On January 18, 2024, Plaintiff Prime Insurance Company (“Plaintiff”) filed a complaint against Defendant with the Third District Court, State of Utah, Salt Lake County, Salt Lake

Department, bearing Case No. 240900437 (A true and correct copy of the Complaint is attached as part of “Exhibit A”).

2. Copies of all process, pleadings, and orders received in this action to date are attached herewith as “Exhibit A.” Defendant has not yet answered or otherwise responded to Plaintiff’s Complaint.
3. A copy of the underlying case docket, to date, does not contemplate any case management order. (A true and correct copy of the State Court Docket is attached as “Exhibit B”).
4. In its Complaint, Plaintiff alleges lack of insurance coverage under the insurance policy issued to Defendant and that Defendant is obligated to reimburse and indemnify Plaintiff under the policy. (Compl. ¶¶ 28-70).
5. On or about August 16, 2024, Plaintiff served its Complaint on Defendant. (True and correct copies of the Certificate of Service of Process are attached as part of “Exhibit A”).
6. In its Complaint, Plaintiff alleges two causes of action: (1) there is no coverage under the issued insurance policy regarding underlying claims against Defendant for multiple wrongful death and serious injuries where claimed damages exceed \$75,000.00, and (2) Defendant is obligated to reimburse and indemnify Plaintiff under the issued policy for various damages Plaintiff has sustained as a result of the underlying claims. (Compl. ¶¶ 28-70).
7. Pursuant to 28 U.S.C. § 1441(a), “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or defendants, to the district court of the United States for the district or division embracing the place where such action is pending.”
8. Pursuant to 28 U.S.C. § 1332(a), “[t]he district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between – (1) citizens of different States...”

9. Plaintiff is an Illinois limited liability company with its principal place of business in Utah. (Compl. ¶ 1).
10. For the purposes of determining diversity, a corporation is deemed to be a citizen of both the state of its incorporation and the place where it maintains its principal place of business.¹
11. Defendant is a limited liability company, but its principal place of business is unknown. Upon information and belief, Defendant's principal place of business is neither Illinois nor Utah. Defendant's owner and sole member is Zeeshan Shariff whose citizenship is unknown. Upon information and belief, Zeeshan Shariff's is not a citizen of either Illinois or Utah. (Compl. ¶ 2).
12. Plaintiff and Defendant are citizens of different States. (Compl. ¶¶ 1-2).
13. The matter in controversy exceeds \$75,000.00 (Compl. ¶¶ 12, 72).
14. In accordance with 28 U.S.C. § 1446(b)(1), this Notice of Removal is timely filed within thirty (30) days of Plaintiff's service of a copy of the Complaint.
15. Defendant provides written notice of the filing of this Notice of Removal to the clerk of the Third District Court, Salt Lake County, State of Utah, promptly and contemporaneous to this filing.²
16. Defendant has provided written notice to Plaintiff by contemporaneously serving its counsel with this Notice of Removal.
17. Venue is proper in this Court because this Court embraces the Third Judicial District Court of Utah, the place where the removed action is pending. See 28 U.S.C. §§ 127(b); 1441(a).
18. A Civil Cover Sheet is provided herewith.
19. Defendant will pay and tender the necessary filing fees with this notice of removal to the court clerk.

¹ 28 U.S.C. § 1332(c)(1).

² 28 U.S.C. § 1446(d).

20. By filing this Notice of Removal, Defendant does not waive any defense that may be available.

WHEREFORE, for the reasons stated above, this Court has original jurisdiction over this action which is removable to this Court pursuant to 28 U.S.C. §§ 1331, 1332, 1441, and 1446 under this Court's diversity jurisdiction.

DATED this 13th day of September, 2024.

HUMPHERYS LAW, PLLC

/s/ L. Rich Humpherys
L. Rich Humpherys
Attorneys for Defendant

EISENBERG LOWRANCE LUNDELL LOFGREN

/s/ Kaleb T. Evans
Kaleb T. Evans
Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **NOTICE OF REMOVAL** was served electronically via the court's e-filing system on:

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Attorneys for Plaintiff

DATED this 13th day of September, 2024.

/s/ Anahi Acosta